

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

EMBASSY INVESTMENTS LIMITED,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:09-cv-2479
	§	
HOUSTON CASUALTY COMPANY,	§	
	§	
Defendant.	§	

**INDEX OF MATTERS BEING FILED AS REQUIRED UNDER LOCAL RULE 81**

1.	All executed process  A copy of the citation issued by the District Clerk is attached.
2.	Plaintiff's Original Petition and Defendant's Demand for Arbitration and General Denial. Such pleadings constitute all pleading asserting causes of action and all answers to such pleadings.
3.	All orders signed by the state judge  No orders have been signed by the state judge.
4.	State Court Docket Sheet
5.	This index of matters being filed.
6.	A list of all counsel of record, including addresses, telephone numbers, and parties represented.  For Plaintiff Embassy Investments Limited:  Kevin M. Sadler State Bar No. 17512450 Allison Bowers State Bar No. 24006170 BAKER BOTTS L.L.P. 1500 San Jacinto Center 98 San Jacinto Boulevard Austin, Texas 78701 Telephone: (512) 322-2500 Facsimile: (512) 322-2501

For Defendant Houston Casualty Company:

Layne E. Kruse  
State Bar No. 11742550  
Richard P. Colquitt  
State Bar No. 04626565  
FULBRIGHT & JAWORSKI L.L.P.  
1301 McKinney, Suite 5100  
Houston, Texas 77010  
Telephone: (713) 651-5151  
Facsimile: (713) 651-5246

Respectfully submitted,

/s/ Layne E. Kruse with permission Annie M. Jacob

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State Bar No. 11742550  
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*Attorney for Houston Casualty Company*

**CERTIFICATE OF SERVICE**

I certify that the foregoing has been served upon counsel of record as shown below by certified mail, return receipt requested, on this 3<sup>rd</sup> day of August, 2009:

Kevin M. Sadler  
Allison Bowers  
Baker Botts L.L.P.  
1500 San Jacinto Center  
98 San Jacinto Boulevard  
Austin, Texas 78701

/s/ Layne E. Kruse with permission Annie M. Jacob  
Layne E. Kruse

RECEIPT NUMBER 2814 0.00  
 TRACKING NUMBER 72434849 CIV

CAUSE NUMBER 200947338

PLAINTIFF: EMBASSY INVESTMENTS LIMITED  
 vs.  
 DEFENDANT: HOUSTON CASUALTY COMPANY

In The 189th  
 Judicial District Court of  
 Harris County, Texas

## CITATION CORPORATE

THE STATE OF TEXAS  
 County of Harris

TO: HOUSTON CASUALTY COMPANY BY SERVING  
 ITS PRESIDENT THOMAS KAISER  
 13403 NORTHWEST FREEWAY SUITE 200 HOUSTON TX 770406094

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 27th day of July, 20 09, in the  
 above cited cause number and court. The instrument attached describes the claim against you.

**YOU HAVE BEEN SUED;** you may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

## TO OFFICER SERVING:

This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 29th day of  
July, 20 09.

Issued at request of:  
 SADLER, KEVIN MARSHALL  
 98 SAN JAC BLV1500  
 AUSTIN, TX 78701  
 Tel: (512) 322-2589  
 Bar Number: 17512450



*[Signature]*  
 LOREN JACKSON, District Clerk  
 Harris County, Texas  
 201 Caroline, Houston, Texas 77002  
 P.O. Box 4651, Houston, Texas 77210

Generated by: DENHAM, MONICA RUF/3JG/8465967

## OFFICER/AUTHORIZED PERSON RETURN

I received this citation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., endorsed  
 the date of delivery thereon, and executed it at \_\_\_\_\_,  
 (street address) (city)

in \_\_\_\_\_ County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M.,  
 by delivering to \_\_\_\_\_,  
 (the defendant corporation named in citation)

\_\_\_\_\_, in person, whose name is \_\_\_\_\_,  
 (registered agent, president, or vice-president)

a true copy of this citation, with a copy of the \_\_\_\_\_ Petition attached,  
 (description of petition, e.g., "Plaintiffs Original")

and with accompanying copies of \_\_\_\_\_,  
 (additional documents, if any, delivered with the petition)

I certify that the facts stated in this return are true by my signature below on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FEE: \$ \_\_\_\_\_

By: \_\_\_\_\_  
 (signature of officer)

Printed Name: \_\_\_\_\_

As Deputy for: \_\_\_\_\_  
 (printed name & title of sheriff or constable)

Affiant Other Than Officer

On this day, \_\_\_\_\_, known to me to be the person whose signature  
 appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was  
 executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Notary Public



**FILED**

Loren Jackson  
District Clerk

JUL 27 2009

2009-47338

Time: \_\_\_\_\_  
By \_\_\_\_\_  
Harris County, Texas  
Deputy

CAUSE NO: \_\_\_\_\_

2009 JUL 27 PM 4:31

EMBASSY INVESTMENTS LIMITED

IN THE DISTRICT COURT OF

v.

HARRIS COUNTY, TEXAS

HOUSTON CASUALTY COMPANY

189 JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

Embassy Investments Limited ("Embassy") files this Original Petition against Houston Casualty Company ("HCC").

**A. Discovery**

1. Embassy intends to conduct discovery under Level 3 of Rule 190.3 of the Texas Rules of Civil Procedure.

**B. Parties**

2. Embassy is a Jersey company with its principal place of business at 1st Floor, International House, 41 The Parade, St. Helier, Jersey, Channel Islands, JE2 3QQ.

3. HCC is a Texas insurance company with its principal place of business in Harris County, Texas and may be served with process by serving its President, Thomas Kaiser at 13403 Northwest Freeway, Suite 200, Houston, Texas 77040-6094 or Michael Jack Schell, any of its vice presidents, its registered agent, or the Secretary of State.

**C. Jurisdiction**

4. This suit is for violations of the Texas Insurance Code and the duties of good faith and fair dealing as well as conspiracy and other tortious conduct by a Texas insurance company. The amount in controversy exceeds the minimum jurisdictional limits of the Court. This Court

has jurisdiction as provided in article V, sections 1 and 8 of the Texas Constitution and sections 24.007 and 24.008 of the Texas Government Code.

**D. Venue**

5. Venue for this suit is proper in Harris County pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because Harris County is the county of Houston Casualty Company's principal office in this state.

**E. Facts**

6. Embassy purchased the Hyatt Regency Grand Cayman Resort ("Hotel"), located in the Cayman Islands, in December 2003.

7. Embassy obtained insurance on the Hotel in three layers of coverage, a \$10 million primary policy, a second layer providing for an additional \$15 million of coverage above the initial \$10 million policy (the "middle layer"), and a top layer that provided \$25 million of coverage beyond the \$10 and \$15 million layers (the "top layer"). There is also a parallel layer policy providing coverage for \$40 million above the initial \$10 million policy. The policies were effective April 1, 2004.

8. Each layer of coverage was provided by a group of insurers rather than one individual company. ICC was one of the insurers providing coverage under the middle layer.

9. On September 11-12, 2004, Hurricane Ivan struck the Cayman Islands and caused extensive damage to the Hotel. Following the hurricane, Embassy informed its insurers that it would be making a claim for losses suffered as a result of the storm. The insurers appointed loss adjusters and other related professionals who acted on behalf of all insurers including ICC.

10. The estimate, which was based on the work of the insurers' own loss adjusters, to repair the property combined with an estimate for business interruption was well over the \$50 million policy limit.

11. The insurers, including HCC, the rest of the middle layer, and the top layer, fully reserved for these losses soon after learning the extent of the damage to the Hotel from their own loss adjustors.

12. Several insurers paid their policy limits. HCC, however, acting in concert with some of the other insurers, refused to indemnify Embassy and has not paid any portion of the middle layer of insurance despite the fact that the largest participant of the top layer has already paid Embassy several years ago.

13. HCC, acting in concert with some of the other insurers, has repeatedly, wrongfully and without reasonable justification delayed payment of Embassy's claims through a variety of tactics, including asserting baseless claims that it is not bound by the policy, seeking discounts for what it owed based on fictitious terms that were not part of the insurance contract, and trying to stipulate other terms not in the insurance contract.

14. After HCC and others failed to pay, Embassy filed litigation in the Cayman Islands in an attempt to recover the amounts it was undisputedly due under the policy. Since the filing of that litigation, HCC, acting in concert with some of the other insurers, has continued to engage in further wrongful and dishonest acts to delay the resolution of the Cayman proceeding, including, for example, refusing to pay Embassy despite there being an agreement between Embassy and the insurers (including HCC) on a settlement amount in respect to what is owed under the policy.

15. In its good faith efforts to resolve these issues, Embassy entered into a Standstill Agreement, in July 2006, with HCC and these other insurers. The purpose of the Standstill Agreement was to give the parties time to resolve the Cayman proceedings while tolling the

statute of limitations for Embassy's bad faith claims. HCC, acting in concert with these other insurers, has wrongfully frustrated the purpose of the Standstill Agreement.

16. For example, after the Standstill Agreement was executed, Embassy, HCC and its co-insurers agreed on a sum of money that HCC and its co-insurers should pay to Embassy to settle Embassy's Cayman claims. However, HCC's co-insurers, acting in concert with and/or at the behest of HCC, refused to pay the agreed figure until and unless Embassy gives up and/or prejudices its rights to pursue its Texas claims against HCC.

17. Because of HCC's inequitable conduct and given the fact that a settlement figure has subsequently been agreed in respect of the Cayman proceedings, Embassy asks this Court to declare that HCC may not use the Standstill Agreement as a bar to this lawsuit.

18. Because of HCC's actions, in concert with these other insurers, the Hotel has not been returned to a fully operational condition and the damages Embassy suffers, beyond those covered by the insurance policies, continue to increase on a daily basis. Embassy has already suffered substantial damages beyond the insurance limits, consisting of additional business interruption, additional property damage, and other damages. Embassy seeks recovery of those damages here, as well as additional damages under the Texas Insurance Code for HCC's conduct in handling Embassy's claim.

19. Throughout the multi-year litigation proceedings and settlement negotiations with these other insurers, HCC engaged in conduct that has prevented payment to Embassy of the insurance proceeds that it was due. This conduct was directed, sanctioned, and/or condoned by HCC in Houston and/or Texas, which is where responsibility for much of the ultimate decision-making affecting the delay of payment lies.



**F. Causes of Action**

**Violation of the Texas Insurance Code**

20. Embassy incorporates by reference paragraphs 1-19 above as though fully set forth herein.

21. HCC has violated the Texas Insurance Code by misrepresenting its insurance coverage to Embassy; failing to attempt to effectuate a prompt, fair, and equitable settlement of a claim where liability has become reasonably clear; failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement under one portion of a policy of a claim with respect to which HCC's liability has become reasonably clear in order to influence Embassy to settle additional claims; and failing to attempt in good faith, to effectuate a prompt, fair and equitable settlement of any portion of the insurance policy. Further, HCC has failed to promptly provide a reasonable explanation for its denial of the claims; has failed to conduct a reasonable investigation of Embassy's claim; has represented that goods or services have sponsorship, approval, characteristics, ingredients uses or benefits they do not have; has represented that goods or services are of a particular standard, quality or grade that they are not; has represented that the policy confers or involves rights, remedies or obligations which it does not; and has failed to disclose information concerning goods or services. HCC has engaged in acts or practices declared to be unfair methods of competition or unfair or deceptive practices in the business of insurance, and has acted in an unconscionable manner with respect to its insured.

22. As a result, Embassy has suffered damages in excess of the minimum jurisdictional limits of this Court. Embassy is therefore entitled to recover those damages, beyond the coverage of the insurance policy, suffered as a result of HCC's conduct.

23. Because HCC's actions were committed knowingly, Embassy is also entitled to additional damages of not more than three times the amount of actual damages.

24. Embassy is further entitled to Court costs, interest and attorneys' fees, as provided for in the Texas Insurance Code.

**Breach of the duty of good faith and fair dealing**

25. Embassy incorporates by reference paragraphs 1-24 above as though fully set forth herein.

26. HCC's actions in failing to settle or pay when liability under its policy has become reasonably clear, as well as its dilatory tactics, violate its common law duty of good faith and fair dealing.

27. As a result, Embassy has suffered damages in excess of the minimum jurisdictional limits of this Court. Embassy is therefore entitled to recover those damages, beyond the amounts of coverage under the insurance policy, suffered as a result of HCC's conduct.

28. Embassy is also entitled to exemplary damages.

**Conspiracy**

29. Embassy incorporates by reference paragraphs 1-28 above as though fully set forth herein.

30. HCC and some of the other insurers have engaged in a conspiracy to wrongfully withhold insurance proceeds due to Embassy. There has been a meeting of the minds between HCC and some of the other insurers to wrongfully withhold the insurance policies due to Embassy. This conspiracy has engaged in multiple wrongful acts as described in part above. Embassy has suffered damages as a result of this conspiracy.

31. HCC and these other insurers have repeatedly, wrongfully and without reasonable justification delayed payment of Embassy's claims through a variety of wrongful tactics, some of which are described above, and have refused to pay any portion of the insurance coverage.

32. After Embassy filed the Cayman litigation, the co-conspirators have continued to engage in dilatory tactics to avoid paying the agreed amounts owed under the policy.

33. Because of the actions of this conspiracy, the Hotel has not been returned to a fully operational condition and the damages Embassy suffers, beyond those covered by the insurance policies, continue to increase on a daily basis. As a result, Embassy has suffered substantial damages in the tens of millions beyond the insurance limits, consisting of additional business interruption, additional property damage, and other damages.

34. Embassy is therefore entitled to recover those damages, beyond the amounts of coverage under the insurance policy, suffered as a result of the conduct of the co-conspirators.

35. Embassy is also entitled to exemplary and punitive damages.

#### **Declaratory Judgment Action**

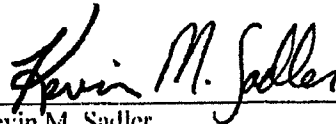
36. Pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code, Embassy seeks a declaration that, because of HCC's inequitable conduct and given the fact that a settlement figure has subsequently been agreed in respect of the Cayman proceedings, HCC is prohibited from asserting the Standstill Agreement as a bar to this lawsuit.

#### **CONCLUSION AND PRAYER**

Embassy respectfully prays that the Court award it the following: (1) actual damages; (2) additional damages pursuant to the Texas Insurance Code; (3) exemplary damages; (4) pre-judgment interest; (5) post-judgment interest; (6) attorneys' fees and costs; (7) punitive damages; (8) a declaration that HCC is prohibited from asserting the Standstill Agreement as a bar to this lawsuit; and (9) such other and further relief, both general and special, legal and equitable, to which it may show itself justly entitled.

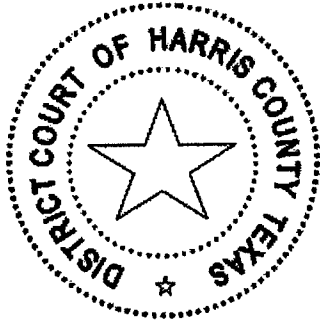
Respectfully Submitted.

BAKER BOTTS LLP.

A handwritten signature in black ink, reading "Kevin M. Sadler", is written over a horizontal line.

Kevin M. Sadler  
State Bar No. 17512450  
Allison Bowers  
State Bar. No. 24006170  
1500 San Jacinto Center  
98 San Jacinto Boulevard  
Austin, Texas 78701-4039  
Tel: 512.322.2500  
Fax: 512.322.2501

**ATTORNEYS FOR EMBASSY  
INVESTMENTS LIMITED**



I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date  
Witness my official hand and seal of office  
this July 28, 2009

Certified Document Number: 42876715 (Total Pages 8)

LOREN JACKSON, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

No. 2009-47338

EMBASSY INVESTMENTS LIMITED,

Plaintiff,

v.

HOUSTON CASUALTY COMPANY,

Defendant.

§  
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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

189TH JUDICIAL DISTRICT

FILED  
LOREN J. JACKSON  
CLERK  
DISTRICT COURT  
HARRIS COUNTY TEXAS

2009 AUG -3 PM 2:54

BY \_\_\_\_\_ DEPUTY

**DEFENDANT'S DEMAND FOR ARBITRATION AND GENERAL DENIAL**

Defendant Houston Casualty Company ("HCC") files this demand for arbitration, and subject thereto and without waiver of any defenses, its general denial<sup>1</sup>. For the same, HCC will show as follows:

**DEMAND FOR ARBITRATION**

1. Embassy Investments Limited ("Embassy") filed insurance claims for damage to the Hyatt Regency Grand Cayman Resort by Hurricane Ivan. The hotel is owned by Embassy. HCC is an excess insurance carrier for the Cayman Islands property. Embassy has sued all of its excess insurers, including HCC, in the Cayman Islands. Embassy filed actions in 2005 and 2006 in the Grand Court of the Cayman Islands. This litigation is currently pending. Both Embassy and HCC are parties to the Cayman Islands actions.

2. On July 28, 2006, following an application by the excess insurance carriers for an anti-suit injunction in the Cayman proceedings, the parties, including Embassy and HCC, entered into a Standstill Agreement ("Agreement"). Embassy, in particular, agreed "not to file any new suits in any jurisdiction arising out of or relating to the Embassy claims...."

<sup>1</sup> HCC also files this pleading subject to and without waiver of the fact that this dispute should not be decided in an American court. However, if this dispute remains in the United States, it should be decided in federal court.

3. In addition, disputes "arising out of or in connection with" the Agreement are to be resolved by an international arbitration proceeding. The Agreement is governed by and construed in accordance with English law and the designated seat of the arbitration is London, England.

4. Because the parties are required to arbitrate, defendant demands this case be abated or stayed.

**NOTICE OF FOREIGN LAW**

5. The law applicable to this dispute is English and Cayman law.

**GENERAL DENIAL**

6. Subject to and without waiver of the foregoing or any other defenses, defendant HCC asserts a General Denial as authorized by Rule 92 of the Texas Rules of Civil Procedure, denying generally every allegation contained in Plaintiff's Original Petition.

Respectfully submitted,

FULBRIGHT & JAWORSKI L.L.P.

By: LAYNE E. KRUSE / by permission  
Layne E. Kruse  
State Bar No. 11742550  
Richard P. Colquitt  
State Bar No. 04626565  
1301 McKinney, Suite 5100  
Houston, TX 77010-3095  
Telephone: (713) 651-5151  
Telecopier: (713) 651-5246

*Annie M. Jacob*

ATTORNEYS FOR HOUSTON CASUALTY  
COMPANY

**CERTIFICATE OF SERVICE**

I certify that the foregoing has been served upon counsel of record as shown below on this 3rd day of August, 2009:

Kevin M. Sadler  
Allison Bowers  
Baker Botts L.L.P.  
1500 San Jacinto Center  
98 San Jacinto Boulevard  
Austin, Texas 78701

LAYNE E. KRUSE / by permission Annie  
Layne E. Kruse m-jacob



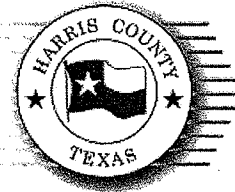
Harris County Docket Sheet

**2009-47338**

**COURT:** 189th

**FILED DATE:** 7/27/2009

**CASE TYPE:** INSURANCE POLICY



**EMBASSY INVESTMENTS LIMITED**

Attorney: BOWERS, ALLISON LYNN

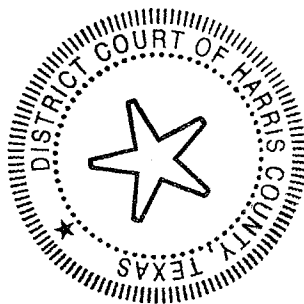
**vs.**

**HOUSTON CASUALTY COMPANY**

**Docket Sheet Entries**

**Date**

**Comment**



STATE OF TEXAS  
COUNTY OF HARRIS

I, Loren Jackson, District Clerk of Harris County, Texas, certify that  
this is a true and correct copy of the original record filed and or recorded  
in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this

AUG 03 2009

LOREN JACKSON, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

Deputy



**HARRIS COUNTY, TEXAS**  
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**Chronological Case History**

Style	EMBASSY INVESTMENTS LIMITED VS. HOUSTON CASUALTY COMPANY									
Case Number	200947338	Case Type	INSURANCE POLICY							
File Court	189	Case status	ACTIVE	Jury Fee Paid Date	N/A	File Date	07/27/2009			
Current Court	189	Next Setting	N/A	File Location	FAMILY INTAKE					
Judgment For	N/A									
Judgment Date	N/A	Image Number	--	Volume	--	Page #	--	Pgs	--	

Date	Event Type	Description
N/A	SERVICE	PERSON SERVED: HOUSTON CASUALTY COMPANY BY SERVING SERVICE TYPE: CITATION CORPORATE INSTRUMENT: ORIGINAL PETITION
07/27/2009	DOCUMENT	ORIGINAL PETITION ATTORNEY: BOWERS, ALLISON LYNN

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[Case Summary](#)

Subscriber Access Coordinator



**HARRIS COUNTY DISTRICT CLERK  
TRANSACTION DETAIL**

**200947338-7 - EMBASSY INVESTMENTS LIMITED VS. HOUSTON CASUALTY COMPANY**

Date	Register #	Receipt #	Court Cost	Amount Paid	Amount Due	Action Type	Due Type
7/27/2009	22	2814	\$228.00	\$228.00	\$0.00	INSURANCE POLICY - HURRICANE	Paid

**Assessed Fees**

Fee Code	Description	Quantity	Unit Price	Assessed	Collected	Due
100	FILING NEW CASE	1	\$50.00	\$50.00	\$50.00	\$0.00
121	CITATION WITH 1 COPY	2	\$8.00	\$16.00	\$16.00	\$0.00
195	SECURITY SERVICE FEE	1	\$5.00	\$5.00	\$5.00	\$0.00
198	DIST CLK RECORDS MGMT & PRES FEE	1	\$5.00	\$5.00	\$5.00	\$0.00
199	RECORD PRESERVATION FEE	1	\$5.00	\$5.00	\$5.00	\$0.00
450	JUDICIAL FILING FEE - CIVIL	1	\$50.00	\$50.00	\$50.00	\$0.00
452	LEGAL SRVCS FEE-CIVIL/DIST	1	\$10.00	\$10.00	\$10.00	\$0.00
453	SUPPORT OF JUDICIARY FEE	1	\$42.00	\$42.00	\$42.00	\$0.00
475	LAW LIBRARY	1	\$15.00	\$15.00	\$15.00	\$0.00
525	STENO FEE	1	\$15.00	\$15.00	\$15.00	\$0.00
601	DISPUTE RESOLUTION FEE	1	\$10.00	\$10.00	\$10.00	\$0.00
775	APPELLANT JUDICIAL FUND	1	\$5.00	\$5.00	\$5.00	\$0.00

STATE OF TEXAS  
COUNTY OF HARRIS

I, Loren Jackson, District Clerk of Harris County, Texas, certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this 7-28-09

LOREN JACKSON, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

*May* Deputy



**HARRIS COUNTY DISTRICT CLERK  
TRANSACTION DETAIL**

**Payments**

Cust ID	Customer	Type	Date	Trans ID	Reg #	Rec #	Amt Applied	Payment Amt
LF180568	BAKER BOTTS LLP	Cash	7/27/2009	8465967	22	2814	\$2.00	\$2.00

Fee Code	Description	Date	Amount
100	FILING NEW CASE	7/28/2009	\$50.00
121	CITATION WITH 1 COPY	7/28/2009	\$16.00
195	SECURITY SERVICE FEE	7/28/2009	\$5.00
198	DIST CLK RECORDS MGMT & PRES FEE	7/28/2009	\$5.00
199	RECORD PRESERVATION FEE	7/28/2009	\$5.00
450	JUDICIAL FILING FEE - CIVIL	7/28/2009	\$50.00
452	LEGAL SRVCS FEE-CIVIL/DIST	7/28/2009	\$10.00
453	SUPPORT OF JUDICIARY FEE	7/28/2009	\$42.00
475	LAW LIBRARY	7/28/2009	\$15.00
525	STENO FEE	7/28/2009	\$15.00
601	DISPUTE RESOLUTION FEE	7/28/2009	\$10.00
775	APPELLANT JUDICIAL FUND	7/28/2009	\$5.00

Cust ID	Customer	Type	Date	Trans ID	Reg #	Rec #	Amt Applied	Payment Amt
LF180568	BAKER BOTTS LLP	Check	7/27/2009	8465967	22	2814	\$226.00	\$226.00

Fee Code	Description	Date	Amount
100	FILING NEW CASE	7/28/2009	\$50.00
121	CITATION WITH 1 COPY	7/28/2009	\$16.00
195	SECURITY SERVICE FEE	7/28/2009	\$5.00
198	DIST CLK RECORDS MGMT & PRES FEE	7/28/2009	\$5.00
199	RECORD PRESERVATION FEE	7/28/2009	\$5.00
450	JUDICIAL FILING FEE - CIVIL	7/28/2009	\$50.00
452	LEGAL SRVCS FEE-CIVIL/DIST	7/28/2009	\$10.00
453	SUPPORT OF JUDICIARY FEE	7/28/2009	\$42.00
475	LAW LIBRARY	7/28/2009	\$15.00
525	STENO FEE	7/28/2009	\$15.00
601	DISPUTE RESOLUTION FEE	7/28/2009	\$10.00
775	APPELLANT JUDICIAL FUND	7/28/2009	\$5.00



STATE OF TEXAS  
COUNTY OF HARRIS

I, Loren Jackson, District Clerk of Harris County, Texas, certify that  
this is a true and correct copy of the original record filed and or recorded  
in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this

LOREN JACKSON, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

Deputy